



# CITY OF SUNNYVALE CALIFORNIA

DRAFT

**PURCHASE ORDER NO PO001230** Page 1 of 1

<b>ORDERED FROM:</b> 09783 - 001 Phone: (925)798-2500  JM Squared Assoc Inc PO Box 317  Concord CA 94522	<b>ORDER DATE</b> 05/01/2006	<b>BILL TO:</b>  City of Sunnyvale Finance Department Accounts Payable PO Box 3707 Sunnyvale CA 94088-3707
	<b>DELIVERY DATE</b> 10/02/2006	
	<b>PAYMENT TERMS</b> N/30	
	<b>BID/RFQ NO</b>	

<b>DELIVER TO:</b> PW/Environmental - Admin  1444 Borregas Ave Sunnyvale CA 94089  Phone: (408)730-7713	<b>FOB</b>	<b>FREIGHT CHARGES</b>
	<b>DEST ADD</b>	Destination, freight prepaid and added
	<b>REQ. NO</b>	<b>REQUISITIONER</b>
<b>CHARGE/OBJ CODE(S)</b> See Description Below		

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
1	Fairbanks Morse 20" x 24" Fig. C5711 influent pump, to match performance and dimensions of existing pump (S/N 795603) and fitted with face-to-face wear rings to match existing WPCP influent pumps per quote, dated 3/9/2006.  All invoices to show this order number.  This order is subject to the Sunnyvale Standard Terms and Conditions for the Purchase of Goods, dated 1/15/2000, a copy of which is attached and incorporated by reference.  Replaces Asset Tag: 28009 Equipment Number: 11001P Purchase Requisition: #RQ001221 Requisitioner: Dan Hammons x7287 Vendor Contact: Mike Holmes  Awarded by Council 5/9/2006, RTC # _____	1.00	EA	73850.0000	73850.0000

020200 51000 \$73,850.00

Amount does not reflect applicable taxes.

**TOTAL** **\$73,850.00**

**BUYER**

Gakle, David

Phone (408)730-7403 Fax (408)730-7710

**Purchase Order**  
**Standard Terms and Conditions for the Purchase of Goods**

UNLESS OTHERWISE EXPRESSLY AGREED IN WRITING, ALL PURCHASES ARE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

- 1. Offer and Acceptance:** The Purchase Order is an offer by the City of Sunnyvale ("City") to enter into a contract; and any of the following acts constitute Supplier's acceptance of the Purchase Order and all terms and conditions stated therein: (a) Supplier's execution and delivery to City of Supplier's own acknowledgment form; (b) Supplier's delivery of any goods ordered; or (c) Supplier's acceptance of any payment from City.
- 2. Prices:** All prices shall be as stated in the Purchase Order and are firm and not subject to escalation. Supplier represents and warrants that the prices set forth in the Purchase Order are at least as low as those currently being quoted by Supplier to commercial or government users for the same goods, in like quantities, under similar circumstances.
- 3. Taxes:** This purchase is subject to all applicable California sales and use taxes. City is exempt from federal excise tax and will provide an exemption certificate, upon request.
- 4. Terms of Payment:** Payment terms shall be net thirty (30) days from the date of receipt of invoice or acceptance of goods, whichever occurs last. If City is entitled to a cash discount, the period of computation shall commence on the date of receipt of invoice or acceptance of goods by City, whichever occurs last. City may set off any amount owed by Supplier to City against any amount owed by City to Supplier under the Purchase Order. City shall endeavor to pay each invoice within thirty (30) days, but shall not be responsible to Supplier for additional charges, interest or penalties due to failure to pay within that period.
- 5. Quantities:** Supplier shall deliver the exact quantities specified in the Purchase Order. City reserves the right to reject incomplete deliveries and to return at Supplier's risk and expense excess quantities delivered.
- 6. Packaging and Shipment:** Goods shall be packaged, marked and otherwise prepared for shipment by Supplier in suitable containers in accordance with sound commercial practices. Supplier shall include an itemized packing list with each shipment.
- 7. Delivery:** Time is of the essence in the performance of the Purchase Order. If delivery of goods cannot be made at the specified time, Supplier shall promptly notify City of the earliest possible date for delivery. Notwithstanding such notice, if Supplier, for any reason whatsoever, fails to deliver goods within the time specified, City may terminate the Purchase Order or any part thereof without liability except for goods previously delivered and accepted. City's receipt or acceptance of all or part of a nonconforming delivery shall not constitute a waiver of any claim, right or remedy City has under the Purchase Order or applicable law.
- 8. Title and Risk of Loss:** The Purchase Order shall specify an FOB ("free on board") point, which shall be either the shipping point or the destination of the goods. If the Purchase Order specifies FOB destination, all shipping charges shall be prepaid by Supplier in full and included in the unit price. Supplier retains title to the goods and risk of loss until the goods have reached the designated destination. If the Purchase Order specifies FOB shipping point, Supplier shall prepay all shipping charges, route the goods on the least expensive common carrier in compliance with the required delivery date, and add shipping charges to the invoice as a separate line item. Buyer assumes title to the goods and risk of loss at the shipping point. No shipping charges will be allowed unless specified.
- 9. Inspection and Rejection:** Goods shall be received subject to City inspection, testing, approval and acceptance at City premises notwithstanding any prior payment for such goods. Goods rejected by City as not conforming to the Purchase Order may be returned to Supplier at Supplier's risk and expense and shall not be replaced by Supplier without written authorization from City. Substitutions are not permitted except upon specific written authorization of City.
- 10. Warranties:** In addition to any other express or implied warranties, Supplier warrants that all goods delivered under the Purchase Order will be new; suitable for the use intended; of the grade and quality specified; free from all defects in design, material and workmanship; in conformance with all samples, drawings, descriptions and specifications furnished by City; in compliance with all applicable federal, state, and local laws and regulations; and free of liens and encumbrances. These warranties shall not be deemed to exclude Supplier's standard warranties or other rights or warranties which City may have or obtain. At its expense and option, Supplier shall replace or repair any goods not conforming to the foregoing warranties. If, after notice, Supplier fails promptly to replace or repair any such goods, Supplier shall promptly refund to City the full purchase price paid by City for such goods.
- 11. Compliance with Laws:** (a) Supplier shall comply with all applicable governmental laws, ordinances, codes, rules, regulations, programs, plans and orders in the performance of the Purchase Order.  
(b) Supplier shall be in full compliance with any and all permit or licensing requirements in connection with the manufacture, sale, shipment and/or installation of the goods specified in the Purchase Order.  
(c) If, in connection with the specified goods, Supplier is required to comply with the Occupational Safety and Health Act's hazardous communications standard, Supplier agrees to provide copies of the applicable Material Safety Data Sheets at the time of delivery of the goods.
- 12. Safety and Health Requirements:** Goods supplied shall comply with all federal and state Occupational Safety and Health Administration requirements and with all California safety and health requirements.
- 13. Assignment:** Supplier shall not delegate or subcontract any duties or assign any rights or claims under the Purchase Order without City's prior written consent.